

TOWN OF EAST WINDSOR



REQUEST FOR PROPOSAL
FOR THE
REAPPRAISAL AND REVALUATION
OF
ALL REAL PROPERTY (TAXABLE AND EXEMPT)
EFFECTIVE FOR
THE GRAND LIST OF
OCTOBER 1, 2007

ISSUE DATE: April 21, 2006

DUE DATE: June 15, 2006 (@ 3:00 p.m.)

SUBMIT PROPOSALS TO:

**SELECTMEN'S OFFICE
TOWN OF EAST WINDSOR
11 RYE STREET
BROAD BROOK, CT 06016**

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PROPOSAL FORM FOR THE 2007 REVALUATION

THE PROJECT:

THE COMPLETE REAPPRAISAL AND REVALUATION OF TAXABLE AND EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF EAST WINDSOR, CONNECTICUT, EFFECTIVE OCTOBER 1, 2007

The undersigned, duly authorized agent for the individual, partnership, corporation or other entity (hereinafter called CONTRACTOR) submitting this bid affirms and declares:

- A. That this PROPOSAL is executed by said CONTRACTOR with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the REQUEST FOR PROPOSAL on the subject project.
- B. That should this PROPOSAL be accepted in writing by the Assessor, Town of East Windsor, Connecticut (hereinafter called TOWN), said CONTRACTOR will furnish the services for which this PROPOSAL is submitted at the dollar amount indicated and in compliance with the provisions of said CONTRACT and CONTRACT SPECIFICATIONS.
- C. That Performance Bonds submitted will be issued by a company authorized to issue such surety bonds in the State of Connecticut and acceptable to the TOWN. If a Certified Check is submitted, it shall be made payable to the "Town of East Windsor".
- D. That the CONTRACTOR or his or her representative has visited the TOWN, is familiar with its geography, general character of housing and its commercial and industrial areas, has examined the quality and condition of the ASSESSOR'S records and has met with the ASSESSOR to make himself or herself knowledgeable of those matters and conditions in the TOWN which would influence this Proposal.
- E. That all items, documents and information required by this Proposal of the aforesaid PROPOSAL FORMAT AND CONTENTS are enclosed herewith.
- F. That the CONTRACTOR understands and accepts that consideration in the awarding of the CONTRACT will be given, but not limited to, price, the accuracy and responsiveness of the CONTRACTOR, the experience, competence and financial condition of the CONTRACTOR, time for completion and/or labor force adequate to perform the work, the nature and size of the CONTRACTOR'S organization, quality of similar projects it has performed and completed in the past in Connecticut, other projects and/or revaluations currently under contract by the CONTRACTOR, the quality and ease-of-use of the Computer Assisted Mass Appraisal software system, quality of integration with the existing assessment administration computer system, and a determination by the TOWN that the CONTRACTOR has the ability to complete the revaluation successfully.

G. Payment schedule for percentage of completed work. This schedule is to be completed by the CONTRACTOR.

| Stages of Completion | | Percentage of Total Cost |
|----------------------|---|--------------------------|
| 1 | Bonding, Office Set-Up and Project Start-Up | _____ % |
| 2 | Data Collection (Measure, Inspected, and Data Entered) | _____ % |
| 3 | Sales Analysis (October 1, 2005 to October 1, 2007) | _____ % |
| 4 | Field Review (Including corrections) | _____ % |
| 5 | Valuation Analysis (3 Approaches to value completed) | _____ % |
| 6 | Building Permits (Open & Permits prior to October 1, 2007) | _____ % |
| 7 | Final Valuations; Assessment Notices Mailed | _____ % |
| 8 | Informal Hearings Completed; Final Adjustments Made To File | _____ % |
| 9 | Board of Assessment Appeals Completion of Duties | _____ % |
| 10 | Litigation* | _____ % |
| TOTAL | | 100 % |

*Cost of litigation included in item (a) above as part of bonding costs.

That the CONTRACTOR proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid Contract Specifications for the total amount of:

\$ _____
 AMOUNT WRITTEN DOLLAR AMOUNT

OPTION \$ _____
 AMOUNT WRITTEN DOLLAR AMOUNT

J. That the offer specified in Item H and I above is/are valid until _____.

FIRM NAME OF PROPOSER: _____

BY SIGNATURE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

REQUEST FOR PROPOSALS

THE PROJECT:

THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL TAXABLE AND EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF EAST WINDSOR, CONNECTICUT EFFECTIVE OCTOBER 1, 2007.

Sealed Proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this request, will be received in the Assessor's Office:

Selectmen's Office
Town of East Windsor
11 Rye Street
Broad Brook, CT 06016

until June 15, 2006, at 3:00 PM when the Proposals will be opened in the Meeting Room of the East Windsor Town Hall – 11 Rye Street, Broad Brook, Connecticut.

Any Proposal received after said date and time, whether hand-delivered, submitted via US Postal Service, or submitted via any other delivery service, shall be declared invalid.

All Proposals must include the enclosed and completed PROPOSAL FORM FOR 2007 REVALUATION, NON-COLLUSION AFFIDAVIT, EQUAL OPPORTUNITY-AFFIRMATIVE ACTION AFFIDAVIT and REVALUATION CERTIFICATION AFFIDAVIT and be placed in a sealed envelope.

All interested parties shall deliver three (3) copies of their Proposal.

The project award and signing-of-contract conditions are set forth in the enclosed specifications.

The completion date through the informal public hearings is December 14, 2007.

The late-completion penalty is defined in the enclosed CONTRACT SPECIFICATIONS.

The time schedule of the PROJECT is also set forth in the enclosed CONTRACT SPECIFICATIONS.

PROPOSERS must conform with all REQUEST FOR PROPOSAL (RFP) instructions and conditions when responding to this RFP. The TOWN, at its discretion, may reject any non-conforming PROPOSAL. The TOWN may also reject any PROPOSAL that materially misrepresents the content of any PROPOSAL. The TOWN reserves the right to amend or cancel this RFP at any time if it is in the best interest of the TOWN.

The TOWN OF EAST WINDSOR may make such investigation as deemed necessary to determine the ability of the PROPOSER to perform the work and the PROPOSER shall furnish to the TOWN all such data for this purpose. The TOWN reserves the right to reject a bid if the evidence submitted by, or investigation of, such PROPOSER fails to satisfy the TOWN that such PROPOSER is properly qualified to carry out the obligations of the CONTRACT and to complete the work contained therein. Conditional bids will not be accepted.

The TOWN OF EAST WINDSOR reserves the right to reject any, or any part of, or all bid proposals, to waive informalities and technicalities and to accept that bid which the TOWN deems to be in the best interest of the TOWN, whether or not it is the lowest dollar bid.

Withdrawal of PROPOSAL: PROPOSALS may be withdrawn by written authorization only and if such withdrawal request is received prior to the specified time of opening.

PROPOSAL FORMAT AND CONTENTS

PROPOSALS shall include the following information organized in the following format:

- A. PROPOSALS shall be submitted on the appropriate form provided and signed by an authorized agent of the bidder.
- B. Name, telephone number, and FAX number, of person(s) to be contacted for further information and clarification.
- C. Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number, size of the municipality, scope of services rendered and date completed.
- D. Listing of all municipal revaluations now underway or under contract, including client contact, telephone number, size of municipality, scope of services to be rendered, and date to be completed.
- E. Listing of personnel to be assigned to TOWN'S revaluation, including years of experience in current positions and other revaluation positions, municipalities served and their roles in those revaluations.
- F. Copy of the firm's current Connecticut Revaluation Certification.
- G. Indication of how many years the firm has been engaged as a company, corporation, partnership or individual specializing in municipal revaluation services.
- H. The CONTRACTOR must submit as part of the PROPOSAL FORM, a schedule and percentage of completed work, based upon the CONTRACT'S SPECIFICATIONS, as set forth in the CONTRACT SPECIFICATIONS on the enclosed form.
- I. The CONTRACTOR must submit a PROPOSAL for the PROJECT as outlined in the CONTRACT and CONTRACT SPECIFICATIONS.
- J. The CONTRACTOR will use the TOWN'S existing CAMA software as provided by PROPHECY ONE LLC.
- K. Description of the CONTRACTOR'S revaluation public relations program.
- L. Proposals submitted should be accompanied by the NON-COLLUSION AFFIDAVIT, EQUAL EMPLOYMENT-AFFIRMATIVE ACTION AFFIDAVIT and REVALUATION CERTIFICATION AFFIDAVIT.
- M. OPTIONS:

Options are additional services and/or products not specifically requested and/or included in this PROPOSAL. These are services and/or products (for an additional cost) that the CONTRACTOR is prepared to offer in addition to those services specified in this PROPOSAL.

➤ **IMAGING:** The CONTRACTOR shall, as a separate option, list the dollar amount which will be billable by the CONTRACTOR for digital photographs (commonly referred to as "images") of improvements in the TOWN. Such digital photographs shall be integrated with and compatible with the TOWN'S existing CAMA and shall provide the TOWN with the ability to randomly retrieve an image of any improvement described on the CAMA data base. The completion date for imaging shall be April 30, 2007.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. She/he is _____ of _____, the COMPANY that has submitted the attached proposal:
2. She/he is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances with respect to such proposal:
3. Such price is genuine and is not a collusive or sham proposal;
4. Neither the said COMPANY nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other company, firm or person to submit a collusive or sham proposal in connection with the CONTRACT for which the attached proposal has been submitted or to refrain from proposing in connection with such CONTRACT, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other COMPANY, firm or person to fix the price or prices in the attached proposal or of any other proposal, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of East Windsor, or any person interested in the proposed CONTRACT; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the COMPANY or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Signed _____

Print Name & Title _____

Subscribed and sworn to before me this _____ day of _____, 2006.

Notary Public (Name) -

My commission expires _____

EQUAL OPPORTUNITY - AFFIRMATIVE ACTION AFFIDAVIT

Each COMPANY with ten (10) or more employees shall complete the Certification of Company which is included as part of these specifications. COMPANIES with less than ten (10) employees should indicate this on the Certification and return it with the RFP.

A signature on the form certifies that the COMPANY is declaring that it does not discriminate on the basis of race, color, sex, national origin, age, disability, etc.

TOWN OF EAST WINDSOR, CERTIFICATION OF COMPANY

Concerning Equal Employment Opportunities and/or Affirmative Action Policy:

The COMPANY certifies that:

- 1) It is in compliance with the equal opportunity clause as set forth in Connecticut State Law.
- 2) It does not maintain segregated facilities.
- 3) It has filed required employer's information reports.
- 4) It lists job openings with Federal and State Employment Services.
- 5) It is in compliance with the American with Disabilities Act.

Check Appropriate One:

_____ Yes, the COMPANY certifies to having an Affirmative Action Program.

_____ Not applicable, The COMPANY employs 10 or less people.

Company Name

Signature

Print Name & Title

Date

Subscribed and sworn to before me this _____ day of _____, 2006.

Notary Public (Name) -

My commission expires _____

REVALUATION CERTIFICATION AFFIDAVIT

The undersigned, being duly sworn, deposes and says:

01. I am over the age of 18 and believe in the obligations of an oath.
02. I, on my own behalf or on behalf of my company, am submitting a bid, quotation or proposal to the Town of East Windsor.
03. I understand that the submission of this affidavit is required by the Town of East Windsor in connection with my bid, quotation or proposal and that the Town of East Windsor may consider the information contained in this affidavit in making the contract award.
04. I have performed an investigation to determine whether I or my company (as applicable) are, as of this date, being investigated as defined in Section 12-2b (2) of the Connecticut General Statutes.

CHECK ONLY ONE OF THE FOLLOWING:

☐ Based upon my investigation, and to the best of my knowledge and belief, I or my company (as applicable) are **not**, as of this date, being investigated as defined in Section 12-2b (2) of the Connecticut General Statutes.

☐ Based upon my investigation, and to the best of my knowledge and belief, I or my company (as applicable) are, as of this date, being investigated as defined in Section 12-2b (2) of the Connecticut General Statutes.

Company Name

Signature

Print Name & Title

Date

Subscribed and sworn to before me this _____ day of _____, 2006.

Notary Public (Name) –

My commission expires: _____

CONTRACT

FOR THE COMPLETE REAPPRAISAL AND REVALUATION
OF
ALL TAXABLE AND EXEMPT REAL PROPERTY
LOCATED WITHIN THE CORPORATE LIMITS
OF
THE TOWN OF EAST WINDSOR, CONNECTICUT

EFFECTIVE OCTOBER 1, 2007

This agreement (the "CONTRACT"), made and concluded this _____ day of _____, 2006 by and between the TOWN OF EAST WINDSOR, which Town is a municipal corporation located in the County of Hartford and State of Connecticut, hereinafter called "TOWN", and _____ having its principal place of business in _____, hereinafter called the "CONTRACTOR" (whether corporation, individual partnership or other entity).

WHEREAS, the TOWN, through its ASSESSOR, plans to undertake a complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN, for the Grand List of October 1, 2007 and to engage the CONTRACTOR for this PROJECT, and

WHEREAS, the CONTRACTOR is to assist the ASSESSOR in making such reappraisal and revaluation, representing that the CONTRACTOR is experienced and qualified to carry on such work, and is familiar with the recognized appraisal practices and with the standards required for determining values for local property tax purposes; and

NOW, THEREFORE, the TOWN and the CONTRACTOR, for the consideration and in accordance with the terms and conditions hereafter set forth, hereby agree as follows:

01. DEFINITIONS

- a. **ASSESSOR**: The word "ASSESSOR" shall mean the duly appointed Assessor of the Town of East Windsor.
- b. **CONTRACT SPECIFICATIONS or SPECIFICATIONS**: The terms "CONTRACT SPECIFICATIONS" or "SPECIFICATIONS" shall mean all specifications or instructions which have been attached to and made a part of this CONTRACT between the TOWN and the COMPANY and any addenda thereto.
- c. **PROJECT**: The word "PROJECT" shall mean the reappraisal and revaluation of all taxable and exempt real property within the corporate limits of the Town of East Windsor.
- d. **COMPANY**: The word "COMPANY" means any person firm, corporations, association or other entity performing the revaluation work under CONTRACT.
- e. **CONTRACTOR**: The word "CONTRACTOR" shall mean and shall be used interchangeably with the word "COMPANY".
- f. **TOWN**: The word "TOWN" shall mean the Town of East Windsor, Connecticut.
- g. **C.G.S.**: The abbreviation "C.G.S." shall mean Connecticut General Statutes.
- h. **CAMA**: The abbreviation "CAMA" shall mean Computer Assisted Mass Appraisal.

02. The CONTRACTOR hereby represents, warrants and covenants to the TOWN, as of the date hereof, the following:

- a.
 1. The CONTRACTOR is a corporation duly organized and existing under the laws of the State of Connecticut or, if not, a corporation,
 2. The CONTRACTOR is an individual, partnership or other entity having its principal place of business in _____.
- b.
 1. The undersigned representative of the CONTRACTOR has been authorized and empowered to execute this CONTRACT by a Resolution of the CONTRACTOR'S Board of Directors dated _____ or, if the CONTRACTOR is not a corporation,
 2. The undersigned is authorized and empowered to execute this CONTRACT in behalf of the CONTRACTOR by virtue of the undersigned's relationship to the CONTRACTOR.
- c. The CONTRACTOR is experienced in mass revaluation of real property and is familiar with recognized appraisal practices and with the standards required for determining ad valorem values for local property tax purposes, and the CONTRACTOR and its agents and employees are qualified to perform the duties contemplated under the CONTRACT.

Additionally, the CONTRACTOR is experienced in Computer Assisted Mass Appraisal revaluation and the CONTRACTOR and its agents and employees are qualified to perform all those duties related to a computerized revaluation.
- d. The CONTRACTOR holds and will maintain in effect during the term of the CONTRACT, a currently valid Connecticut Revaluation Company Certification, pursuant to Section 12-2c of the Connecticut General Statutes.
- e. There are no actions, suits, proceedings or investigations pending or threatened against or affecting the COMPANY, at law or in equity, that have been initiated by any state or political subdivision for which the CONTRACTOR is performing or has performed revaluation services during the past five (5) years, except for any such actions, suits, proceedings or investigations listed and described in writing by the CONTRACTOR on an exhibit executed by the undersigned and attached to and made a part of the COMPANY'S PROPOSAL and this CONTRACT.
- f. No statement of fact made by or on behalf of the CONTRACTOR in this CONTRACT, in the CONTRACT SPECIFICATIONS, or in any certificate or exhibit furnished to the TOWN pursuant hereto contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.
- g. The CONTRACTOR understands all the terms and conditions of the CONTRACT document sometimes herein referred to as the "CONTRACT" which shall consist of the following:
 1. Contract
 2. Contract Specifications
 3. Town of East Windsor General Conditions and Instructions To Bidders

03. EMPLOYMENT OF THE CONTRACTOR

The TOWN hereby engages the CONTRACTOR for the purpose of making a revaluation of all real property in the TOWN, and the CONTRACTOR hereby agrees to assist the ASSESSOR in making that complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN and to perform all activities and furnish all the records, materials, forms, supplies and systems required by and in complete accordance with the CONTRACT and all CONTRACT SPECIFICATIONS.

All such labor, records, materials, forms, supplies and systems shall be in compliance with the requirements of the applicable Connecticut General Statutes and Special Acts, rulings of the Secretary of the Office of Policy and Management, ordinances and agreements of the TOWN, and pertinent court decisions of all applicable courts in effect as of October 1, 2007.

The CONTRACTOR agrees to take all necessary steps to ensure that the complete reappraisal and revaluation of all taxable and exempt real property located within the corporate limits of the TOWN meets or exceeds all requirements for certification as set forth in the Performance Testing Standards, by the Office of Policy and Management.

CONTRACTOR agrees to provide preliminary Performance Testing Standards reports and a final Performance Testing Standards report as requested by the ASSESSOR.

04. GOOD FAITH

The CONTRACTOR shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other improvement to avoid or minimize its responsibilities specified herein.

05. COMMENCEMENT AND COMPLETION DATES

- A. The CONTRACTOR agrees to commence the work on or before July 31, 2006. Under no circumstances shall the CONTRACTOR begin work on this PROJECT until the CONTRACT for this PROJECT shall have been signed by both parties and until the TOWN has issued written notice to proceed.
- B. The CONTRACTOR agrees to complete the work through the informal public hearings and delivery of all finalized records and appraisals and the updated CAMA database on or before January 4, 2008.
- C. The CONTRACTOR agrees to adhere to the time schedule for the revaluation PROJECT as set forth in the CONTRACT SPECIFICATIONS. Time shall be of the essence.
- D. The CONTRACTOR shall be subject to liquidated damages as set forth in Item 15.

06. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

The CONTRACTOR agrees that it shall not transfer, assign or sublet the CONTRACT, or any part therein, or any interest therein without first receiving prior written approval from the TOWN, and further agrees that any such assignment or transfer without prior written approval of the TOWN shall in every case be null and void, and further agrees that any such approval, if given, by the TOWN shall not release the CONTRACTOR from any responsibility or liability as set forth in this CONTRACT and CONTRACT SPECIFICATIONS.

Nothing contained in this CONTRACT or CONTRACT SPECIFICATIONS shall be deemed to create any contractual relationship between any subcontractor and the TOWN.

07. SEVERABILITY

In the event that any part of any clause or provision of the CONTRACT or CONTRACT SPECIFICATIONS is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision, and such remainder shall be binding upon the parties to this CONTRACT.

08. WAIVER

No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the CONTRACT or CONTRACT SPECIFICATIONS, nor shall it prohibit the TOWN from future exercise of any such right.

09. CONTRACT PRICE

The TOWN agrees to pay to the CONTRACTOR the total sum of \$_____ as compensation for the CONTRACTOR'S services to be performed and the records, materials, forms, supplies and systems to be furnished by the CONTRACT. The sum described in the preceding sentence represents the final and complete price for all services, items and systems furnished by, and expenses incurred by, the CONTRACTOR pursuant to this CONTRACT and to the attached CONTRACT SPECIFICATIONS. The CONTRACTOR and the TOWN agree that the methods of billing and payment schedule shall be as set forth in the CONTRACT and CONTRACT SPECIFICATIONS, including fiscal year limitations.

10. PERIODIC PAYMENTS

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this CONTRACT, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown on page 6 Item G.

The TOWN, upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten (10%) percent, which is to be retained by the TOWN for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the October 1, 2007 Grand List in accordance with provisions of this CONTRACT.

This CONTRACT makes provisions for a reduction of the performance bond to ten (10%) percent of the CONTRACT PRICE so as to ensure the defense of any appeals resulting from the revaluation work.

11. FISCAL YEAR LIMITATIONS

The CONTRACT PRICE shall be paid in the 2006/2007 and 2007/2008 TOWN Fiscal Years according to the provisions of this CONTRACT.

The CONTRACTOR shall incur no cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior years' unexpended appropriations.

12. BONDING

To secure the faithful performance by the CONTRACTOR of the terms of this CONTRACT, the CONTRACTOR shall furnish to the TOWN, a Performance Surety Bond in the amount of this CONTRACT, which bond shall be issued by an admitted bonding company licensed to do such business in the State of Connecticut with a minimum A.M. Best Company rating of A+ or one acceptable to the TOWN.

Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN'S Attorney.

It is understood and agreed that upon completion of approved delivery to the TOWN of the revaluation, that the performance bond shall be reduced to ten (10%) percent of the value of the CONTRACT to cover the defense of all appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the ASSESSOR and after the completion of the duties of the Board of Assessment Appeals. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals (either pursuant to 12-117a or 12-119 of the Connecticut General Statutes as from time to time revised) resulting from the proceedings of the Board of Assessment Appeals relating to the list of October 1, 2007.

13. INSURANCE

All insurance companies shall have the duty to defend the TOWN against all liability or property damage claims arising from the conduct of the CONTRACTOR and/or its agents or employees.

The TOWN reserves the right to waive any insurance requirement if it is deemed in the best interest of the TOWN.

CONTRACTOR shall, at its own expense, provide and keep in force:

- A.** Workers' Compensation Insurance in the required amount and Employers' Liability Insurance in the following amounts:

| | |
|----------------------------|------------------------------|
| Bodily injury by accident- | \$100,000 each accident |
| Bodily injury by disease- | \$500,000 each accident and, |
| Bodily injury by disease- | \$100,000 each employee |

The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.

- B.** Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, CONTRACTOR must maintain the insurance for a period of two years from the completion of the contract.

- C.** During the term of the contract, CONTRACTOR shall provide Public Liability Insurance for bodily injury and property damage. The Public Liability Insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

| | |
|--------------|--|
| \$1,000,000- | General Aggregate |
| \$1,000,000- | Product-Completed Operations Aggregate |
| \$1,000,000- | Personal and Advertising Injury |
| \$1,000,000- | Each Occurrence |
| \$ 50,000- | Fire Damage/Fire |
| \$ 5,000- | Medical Expense/Person |

The TOWN must be named as an additional Insured on the policy.

- D.** Automobile Liability Insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

The TOWN must be named as an additional Insured on the policy.

- E.** Patent/Copyright Liability: CONTRACTOR shall save the TOWN harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

The TOWN must be named as an Additional Insured on the policy.

14. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then, and forthwith thereafter, the TOWN shall have the right at its option and without prejudice to its rights there under to terminate the CONTRACT and withhold any payments due.

15. LIQUIDATED DAMAGES

All completion dates set forth in these specifications are mandatory. Time is of the essence in regards to the completion of this revaluation project. The TOWN is subject to State-mandated penalties imposed by the Office of Policy and Management if statutory deadlines are not adhered to. Therefore, the CONTRACTOR guarantees that it can and will complete the work not later than the dates specified herein or within the time as extended by the ASSESSOR in writing. Inasmuch as the damage and loss to the TOWN which will result from the failure of the CONTRACTOR to complete the work within the stipulated times will be most difficult or impossible to accurately assess, the damages to the TOWN for such delay and failure on the part of the CONTRACTOR shall be liquidated in the sum of **One Thousand and 00/100 (\$1,000.00) Dollars** each calendar day (Sundays and holidays included) by which the CONTRACTOR shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The TOWN shall deduct and retain out of any money due to become due hereunder, the amount of the liquidated damages, and in case those amounts are less than the amount of liquidated damages, the CONTRACTOR or its surety shall be liable to pay the difference upon demand by the TOWN.

In the event the surety is required to perform the obligations of the CONTRACTOR pursuant to the performance bond liquidated damages shall continue to accrue in favor of the TOWN until the work contemplated by this CONTRACT is completed.

Delays occasioned by war, strike, explosion, acts of God, an order of court or other public authority excepted.

16. STANDARDS OF SERVICE

The CONTRACTOR, shall, at all time, act in good faith and use its best efforts to provide high quality services to assist the ASSESSOR in determining accurate property valuations and shall not undervalue any land, building or other property to avoid or minimize its responsibilities under this CONTRACT or CONTRACT SPECIFICATIONS.

17. CONTRACT PROVISIONS

This CONTRACT is entered into and is subject to provisions of the Charter and Ordinances of the Town of East Windsor, the Regulations and Policies of the Town of East Windsor and all applicable State and Federal laws.

The CONTRACTOR shall keep himself fully informed of all laws as aforesaid, existing or future.

18. LEGAL VENUE

Legal venue shall lie exclusively in the Judicial District of Hartford, State of Connecticut.

19. SECTIONS OF CONTRACT

The heading or titles of any section, subsection, paragraph, provision or part of the CONTRACT, or CONTRACT SPECIFICATION, shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

20. MODIFICATION OF CONTRACT

Unless otherwise expressly provided herein, the CONTRACT may not be modified or terminated, except in writing, signed by the parties hereto.

21. INDEMNIFICATION AND CONDITIONS

- A. The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the Town of East Windsor. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at the CONTRACTOR'S expense, from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this CONTRACT, or costs and expenses for, or on account of any patented or copyrighted equipment, materials, articles or processes used in the performance of this CONTRACT.
- B. Upon execution of this CONTRACT and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this Contract, the CONTRACTOR shall deliver to the TOWN a Certificate(s) of Insurance to show compliance with the specifications.
- C. Each policy of insurance shall be issued by financially responsible insurers, duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to the TOWN and shall have an A.M. Best Company rating of A+ or one acceptable to the TOWN.
- D. Each policy of insurance shall include a waiver of subrogation in favor of the TOWN and shall provide no less than thirty (30) days notice to the TOWN in the event of a cancellation or change in conditions or amounts of coverage.
- E. The CONTRACTOR will promptly notify the TOWN of any claim or suit brought against the CONTRACTOR.

22. MISREPRESENTATION OR DEFAULT

The TOWN may void this agreement if the CONTRACTOR commits fraud, forgery or misrepresents in any way project completion, or has materially misrepresented any offering or defaults on any contract with another municipality.

23. TERMINATION

If the CONTRACTOR fails to perform the CONTRACT in accordance with its terms, or if the TOWN reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the CONTRACT SPECIFICATIONS and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the PROJECT or the remaining work thereof, to another contractor.

If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the ASSESSOR'S direction vacate in an orderly fashion the office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as other property of the TOWN.

Any funds held by the TOWN under the CONTRACT shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition.

Termination of the CONTRACT and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess in the event of the CONTRACTOR'S failure to perform.

24. LITIGATION

In the event of appeal to the courts or appeals boards, either pursuant to Section 12-117a or Section 12-119 of the Connecticut General Statutes (as amended from time to time), the CONTRACTOR shall furnish a competent appraiser or appraisers, who actually performed appraisal work on this PROJECT or such person or persons acceptable to the ASSESSOR, to defend the valuation of the properties appraised. Any such witness is subject to the approval of the ASSESSOR and the Town Attorney.

It is understood that the CONTRACTOR shall furnish said witness or witnesses on any appeal action instituted on the October 1, 2007 Grand List until final adjudication.

The CONTRACTOR shall cooperate with the TOWN at the TOWN'S place of business, by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain or defend valuations determined in this PROJECT.

The CONTRACTOR shall not be held responsible for any assessments changed from the original revaluation figure by parties other than the CONTRACTOR, unless the figure determined by the CONTRACTOR was unreasonable, insupportable or clearly erroneous in the opinion of the ASSESSOR.

IN WITNESS WHEREOF, THE TOWN OF EAST WINDSOR, Connecticut by its duly authorized representative, and the CONTRACTOR, by its duly authorized representative, have hereunto subscribed their names this _____ day of _____, 2006.

IN THE PRESENCE OF:

TOWN OF EAST WINDSOR, CONNECTICUT

BY: _____
First Selectman

COMPANY

BY: _____

Approved As to Form and Correctness:

Town Attorney

Date: _____

CONTRACT SPECIFICATIONS

01. GENERAL PROVISIONS

A. SCOPE OF REAPPRAISAL AND REVALUATION

This PROJECT, which is called a physical revaluation, includes the complete reappraisal and revaluation of all real property (taxable and exempt) within the corporate limits of the Town of East Windsor, Connecticut effective as of October 1, 2007.

The PROJECT will cover and include all real property in the TOWN including the following categories:

1. All taxable real estate, land, buildings, and improvements.
2. All exempt real estate, land, buildings, and improvements.
3. All public utility and buildings.

All physical improvements shall be measured, inspected, listed and reviewed for all real properties. Included in this proposal are all properties that have an open building permit or permits that have a date issued prior to October 1, 2007.

The PROJECT shall not include the valuation of personal property.

The CONTRACTOR shall value all newly constructed improvements created prior to October 1, 2007, or those incomplete as of this valuation date, and these parcels shall be included in the contract price, and valued in the same manner as provided hereinafter.

CONTRACTOR shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter listed specifications.

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary of the Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR.

This PROJECT shall comply with the Performance Based Testing Standards Section 12-61i of the Connecticut General Statutes (as amended from time to time).

The values to be determined shall be the full fair market value (as of October 1, 2007) as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of mass appraisal.

Assessments shall be seventy (70%) percent of the October 1, 2007 market value rounded to the nearest ten (\$10.00) dollars.

The CONTRACTOR will use the Town's existing CAMA software as provided by Prophecy One LLC.

Any data conversion is the sole responsibility of the CONTRACTOR.

All data entry will be the responsibility of the CONTRACTOR.

B. EFFECTIVE DATE/ASSESSMENT DATE

The effective date of this PROJECT shall be for the October 1, 2007 Grand List and the pricing and valuation by the CONTRACTOR of all land, buildings and property under this CONTRACT shall reflect the fair market value as of October 1, 2007.

The completed appraisals, upon approval of the ASSESSOR, will serve as the basis for the assessments on the October 1, 2007 Grand List.

C. TOWN DATA

Date of Last Revaluation.....October 1, 2002
Number of Special Districts.....None
Estimated Population.....10,185
Area of the Town of East Windsor (Square Miles).....26
Form of Government.....Selectmen - Town Meeting

D. PARCEL COUNT

It is the responsibility of the CONTRACTOR to estimate adjustments in parcel counts from the estimated parcel counts stated below for the October 1, 2005 Grand List , to the actual parcel counts for the October 1, 2007 Grand List.

Additional charges by the CONTRACTOR for differences in parcel counts shall not be permitted by the TOWN.

NUMBER OF ACCOUNTS AS OF OCTOBER 1, 2005

| DESCRIPTION | STATE CODE | NUMBER OF ACCOUNTS |
|---------------------------------|------------|------------------------|
| Residential | 100 | 3946 |
| Condominiums | 105 | 680 (# included w/100) |
| Condominium Outbuildings | 107 | 219 (# included w/100) |
| Commercial | 200 | 235 |
| Commercial Condominiums | 205 | 35 (# included w/200) |
| Industrial | 300 | 81 |
| Vacant Land | 500 | 854 |
| Public Act 490 | 600 | 323 (# included w/100) |
| Exempt Parcels | 900 | 125 |
| Total Number of Accounts | | 5,241 |

02. RESPONSIBILITIES OF THE CONTRACTOR

A. REVALUATION CERTIFICATE OF THE COMPANY

The CONTRACTOR, must hold from the time of submission of the PROPOSAL through the completion of all work herein required, a valid Connecticut Revaluation Company Certification pursuant to section 12-2c (C.G.S.).

In addition to submitting a copy of the CONTRACTOR'S Connecticut Revaluation Company Certificate with their PROPOSAL, the CONTRACTOR shall promptly notify the ASSESSOR if and when there are any complaints, pursuant to Section 12-2b-18 (C.G.S.) filed with the Office of Policy Management.

B. TIME SCHEDULE

The CONTRACTOR shall commence the PROJECT no later than July 31, 2006 and shall continue uninterrupted in a diligent fashion so as to ensure completion within the schedule of the completion dates herein set forth:

| | |
|--|------------------------------------|
| ASSESSOR MAILES ANNUAL INCOME & EXPENSE REPORT FORM NO LATER THAN | April 17, 2006 |
| ANNUAL INCOME & EXPENSE REPORT FORMS TO BE RETURNED NO LATER THAN | June 1, 2006 |
| COMMENCEMENT DATE NO LATER THAN | July 31, 2006 |
| PERMITS (EXISTING OPEN PERMITS AND PERMITS DATED PRIOR TO OCTOBER 1, 2006. | December 1, 2006 |
| MEASURED ALL STRUCTURES FOR ALL REAL PROPERTY | December 1, 2006 |
| ALL INTERIOR INSPECTIONS COMPLETED NO LATER THAN | December 29, 2006 |
| DATA ENTRY FROM DATA COLLECTION PHASE TO BE COMPLETED NO LATER THAN | February 2, 2007 |
| SALES ANALYSIS AND REVIEW FOR SALES (OCTOBER 2005 – JANUARY 2007) | April 2, 2007 |
| ASSESSOR MAILES ANNUAL INCOME & EXPENSE REPORT FORMS NO LATER THAN | April 18, 2007 |
| PRELIMINARY BUILDING COST MANUAL COMPLETED NO LATER THAN | April 23, 2007 |
| PRELIMINARY LAND STUDY AND VALUES COMPLETED NO LATER THAN | April 23, 2007 |
| FIELD REVIEW OF ALL REAL PROPERTY | April 30 thru August 4, 2007 |
| ANNUAL INCOME & EXPENSE REPORT FORMS TO BE RETURNED NO LATER THAN | June 1, 2007 |
| ANALYSIS OF INCOME AND EXPENSE REPORT FORMS COMPLETED NO LATER THAN | August 3, 2007 |
| DATA COLLECTION FROM FIELD REVIEWED AND DATA ENTERED NO LATER THAN | August 31, 2007 |
| COMPLETED COMMERCIAL APPRAISALS DELIVERED TO ASSESSOR NO LATER THAN | September 14, 2007 |
| ASSESSMENT DATE | October 1, 2007 |
| SALES VERIFICATION COMPLETED NO LATER THAN | October 12, 2007 |
| PERMITS (EXISTING OPEN PERMITS AND PERMITS DATED PRIOR TO OCTOBER 1, 2007 | October 12, 2007 |
| COMPLETED RESIDENTIAL APPRAISALS DELIVERED TO ASSESSOR NO LATER THAN | October 15, 2007 |
| PRELIMINARY PERFORMANCE STANDARD REPORT SUBMITTED TO ASSESSOR NO LATER THAN | October 15, 2007 |
| REVIEW COMPLETED BY ASSESSOR NO LATER THAN | November 2, 2007 |
| ASSESSMENT NOTICES MAILED NO LATER THAN | November 9, 2007 |
| INFORMAL HEARINGS HELD NO LATER THAN | November 12 thru December 14, 2007 |
| ALL INSPECTIONS NECESSITATED BY THE INFORMAL HEARINGS COMPLETED NO LATER THAN | December 21, 2007 |
| RESULTS OF THE INFORMAL HEARING MAILED AND DATA ENTERED NO LATER THAN | December 28, 2007 |
| FINAL AND SIGNED PERFORMANCE STANDARD REPORT SUBMITTED TO ASSESSOR NO LATER THAN | December 31, 2007 |
| TRANSMITTAL OF ALL DELIVERABLES TO THE ASSESSOR NO LATER THAN | January 4, 2008 |

C. PERSONNEL

01. GENERAL

The CONTRACTOR shall provide experienced and qualified personnel, as hereinafter provided and must comply with the requirements of the Equal Employment Opportunity provisions of federal and state government.

All personnel assigned to this PROJECT shall be subject to approval by the ASSESSOR, prior to the commencement of the individual's duties in the TOWN and shall be caused to be removed from this PROJECT by the CONTRACTOR upon written notification of the ASSESSOR.

All personnel assigned to this PROJECT shall be certified by the State of Connecticut at the appropriate level at which they will be working on this PROJECT.

At the commencement of the PROJECT, the CONTRACTOR shall submit to the TOWN a written list of all personnel assigned to this PROJECT with their duties, starting date and qualifications, and shall maintain this list throughout this PROJECT.

Additionally, the CONTRACTOR shall provide the ASSESSOR with a copy of the Connecticut Certificate of each person required to be certified in accordance with Section 12-2b of the Connecticut General Statutes and who shall be assigned to this PROJECT. The Certificates shall be provided prior to any actual work on this PROJECT by those personnel.

02. PROJECT MANAGER OR SUPERVISOR

Administration of this PROJECT shall be assigned by the CONTRACTOR to a Project Manager or Supervisor who shall be identified in the PROPOSAL. He/She shall be certified by the State of Connecticut pursuant to Section 12-2c (C.G.S.) as a revaluation supervisor and shall have not less than five (5) years of practical appraisal experience involving extensive experience on commercial, industrial, apartment, and residential type properties. A listing of the projects he/she has worked on over the past five 5 years and the specific duties of each project shall be provided. This PROJECT Manager or Supervisor shall be subject to the approval of the ASSESSOR.

The PROJECT Manager shall be responsible for all work performed by the CONTRACTOR.

The PROJECT Manager may also be required to work in conjunction with a real estate appraisal consultant who will help him/her establish land values, cost tables, market rents, and capitalization rates.

The PROJECT Supervisor, will be responsible to the ASSESSOR, and at regular intervals, to be determined by the ASSESSOR, will meet with the ASSESSOR to discuss the progress and various details of the project.

The same PROJECT Supervisor will be assigned to the TOWN for the duration of the valuation, except for illness or severe disability, or other circumstances recognized by the TOWN.

03. REVIEWERS AND APPRAISERS

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years.

04. MEASURERS AND LISTERS

Measurers and Listers shall have no less than six (6) months of experience and training in this phase of a revaluation project. Any field person who does not meet the above qualifications must work under the direct supervision of an Appraiser, Reviewer or PROJECT Manager, who is certified pursuant to Section 12-2c (C.G.S.). The PROJECT Manager is required to notify the ASSESSOR of the names, starting dates, qualifications, and field assignments of all Measurers and Listers. The minimum age for Measurers and Listers shall be twenty-one (21) years of age.

The CONTRACTOR must exercise extreme vigilance over the instruction and supervision of the Measurers and Listers, emphasizing the absolute necessity for the Measurers and Listers to help establish a good relationship with the property owners.

05. IDENTIFICATION OF THE COMPANY'S EMPLOYEES

All field personnel shall carry suitable ID cards which shall include an up-to-date photograph, supplied by the CONTRACTOR.

In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR.

Any personnel who misplace their ID card will not be allowed in the field until a new ID card is obtained.

All automobiles used by field personnel shall be registered with the East Windsor Police Department and the ASSESSOR giving license number, make, model, year and color of the vehicle.

The CONTRACTOR'S name will be visible on the vehicle.

All personnel shall be subject to a background check by the Town of East Windsor.

06. CONFLICT OF INTEREST

No resident of the TOWN or TOWN employee shall be employed by the CONTRACTOR without the prior approval of the ASSESSOR.

07. CONDUCT OF COMPANY EMPLOYEES

As a condition of this CONTRACT, the CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy.

The CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

08. RELEASE OR TRANSFER OF COMPANY'S EMPLOYEES

Whenever any person who is employed by the CONTRACTOR and assigned to this PROJECT is released from employment, or transferred from this PROJECT, the ASSESSOR shall be notified in writing of the individual's name, date of occurrence and reason for release or reassignment.

D. PUBLIC RELATIONS/PUBLIC INFORMATION PROGRAM

Public relations shall be an important part of the revaluation PROJECT. The parties to this CONTRACT recognize that a good public relations program is required in order that the public be informed as to the purpose, benefits and procedures of this PROJECT.

Adequate public understanding of the revaluation program is essential to its success. Therefore the CONTRACTOR must be prepared to conduct a public information campaign which includes media releases, and oral presentations.

All information and releases must have prior approval of the ASSESSOR.

With the participation and approval of the ASSESSOR, individual presentations shall be directed to taxpayers, local officials, business and civic groups so that they may better understand the scope and objectives of the PROJECT. This campaign shall continue on a regular basis for the duration of the PROJECT.

At a minimum, the following points shall be addressed:

- Significance of the property tax
- Necessity of PROJECT
- Purpose and methods of PROJECT
- Equity
- Role of TOWN
- Role of CONTRACTOR
- Role of ASSESSOR
- Necessity of data collectors
- Caliber and training of data collectors
- Need for data quality control
- Cooperation of the parcel owners is the key to success

The cost for any news releases shall be the responsibility of the COMPANY. The format and content of such releases shall be approved by the ASSESSOR.

The public relations program must remain flexible to provide sufficient information to promote public understanding. The effectiveness of the public relations program shall depend on flexibility, since the success of the program can only be measured by interaction with and response from the public which is being addressed.

The program must include but is not limited to:

At the commencement of the PROJECT:

- Press releases
- Meetings with local officials as requested and approved by ASSESSOR
- Public meetings on the following topics:
 - The laws concerning revaluation
 - Market value
 - A general outline of revaluation PROJECT
 - Data collection
 - Valuation procedures
 - Review procedures
 - Informal hearings
 - Taxpayer grievance proceedings
 - A pre-data collection leaflet/notice to property owners

During the PROJECT:

- Press releases
- Meetings with local officials as requested and approved by ASSESSOR.
- Meeting with civic groups as requested and approved by ASSESSOR.
- Public meetings as requested and approved by ASSESSOR
- Staff training meetings
- Data mailers to property owners

At the conclusion of the PROJECT:

- Press releases
- Meetings with local officials as requested and approved by ASSESSOR
- Public meetings as requested and approved by ASSESSOR
- Informal hearings
- Board of Assessment Appeals meetings

E. RECORDS

01. GENERAL PROVISIONS

The CONTRACTOR shall provide all record cards, street cards, owner cards, supplies, equipment, forms, literature, notices and papers to be used in this project at no additional cost to the TOWN. All forms shall be subject to approval by the ASSESSOR as to format, design, content, shape, size, color, quality and quantity and shall be further subject to the approval of the Secretary of the Office of Policy and Management as may be required by Connecticut General Statutes.

02. CAMA

The CONTRACTOR shall be responsible for all necessary data entry and data editing to the existing CAMA.

Upon completion of the PROJECT, the CAMA shall contain all matter of data, including, but not limited to, updated land rates, cost schedules, and depreciation tables. The CAMA system shall include valuation for all classes of property including residential, commercial, industrial, and public utility. It should also provide the three approaches to value: Market, Cost and Income.

Any file conversion or conversions are the sole responsibility of the CONTRACTOR.

03. RECORDS ARE TOWN PROPERTY

The original or a copy of all records and computations, including machine readable databases, made by CONTRACTOR in connection with any appraisal of property in the TOWN shall, at all times, be the property of the TOWN and, upon completion of the project or termination of this contract by the TOWN, shall be left in good order in the custody of the ASSESSOR.

In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be available by the CONTRACTOR for public inspection in the Assessor's office and shall be available thereafter, all in accordance with Section 12-62 (c) of the Connecticut General Statutes.

Such records and computations shall include, but not be limited to:

- Assessor's Maps
- Land Value Maps
- Materials and Wages
- Cost Investigations and Schedules
- Data Collection Forms
- Listing Cards
- Property Record Cards with property valuations and sketches
- Capitalization Rate Data
- Sales Data
- Depreciation Tables
- Computations of land and/or building values
- All letters of memoranda to individuals or groups explaining methods used for appraisals

Operating statement of income properties
Duplicated notice of valuation changes
Database of all property records, CAMA system, and integration with administrative system

04. ASSESSOR'S RECORDS

The CONTRACTOR shall use a system approved by the ASSESSOR to accurately account for all records and maps which may be taken from the files of the ASSESSOR in connection with this PROJECT. All such records and maps shall be returned immediately. The ASSESSOR reserves the right to deny this information if the CONTRACTOR fails to perform their responsibilities according to the contract.

None of the ASSESSOR'S records shall be taken outside the corporate limits of the TOWN without prior written permission of the ASSESSOR.

The existing data base in the ASSESSOR'S CAMA system shall be provided to the CONTRACTOR at the CONTRACTOR'S expense.

05. PROPERTY RECORD CARDS/STREET CARDS

The CONTRACTOR shall complete and file by street, Property Record Cards, commonly referred to as "Street Cards" or "Field Cards". These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and 70% assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards.

06. PLOT PLANS

Plot plans shall be drawn of each residential, commercial, industrial, public utility or exempt property with three (3) or more major buildings thereon, and each plot plan shall be reasonably accurate as to locations of the buildings and shall be coded to the field record cards. For the purposes of this section, a major building is defined as a building having 500 or more square feet of gross floor area.

Cards of multiple major building properties together with plot plans or land maps shall be assembled in a standard file folder properly labeled.

07. ASSESSMENT NOTICES

No later than November 9, 2007, a notice, subject to prior approval by the ASSESSOR, shall be sent, at CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the fair market value that has been placed upon the property identified in the notice, prepared in duplicate and in conformity with the Connecticut General Statutes Section 12-62(f). The CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the ASSESSOR and in accordance with Connecticut General Statutes.

The CONTRACTOR shall, at its own expense, send out an additional notice for real property classified under P.A. 490 (farm and forest).

At the time assessment notices are mailed the CONTRACTOR shall provide two bound reports of every assessment, one report to be sorted by name and the other report to be sorted by property location. Additional sets of these reports shall be made available at selected public buildings.

F. INFORMAL PUBLIC HEARINGS

Beginning no later than November 12, 2007, the CONTRACTOR shall hold informal hearings, at such times and at such locations as the ASSESSOR may specify, so that owners of property or legal representatives of owners, may appear at appointed times to discuss with qualified members of the COMPANY'S staff, the assessed valuations of their property. The COMPANY'S personnel shall explain the manner and methods of arriving at value. Informal hearings, at the discretion of the ASSESSOR, may be held on weeknights and Saturdays as well as during business hours.

Once the notices are mailed, the CONTRACTOR shall provide sufficient full time personnel for the sole purpose of making appointments for the informal hearings. The CONTRACTOR shall maintain a (national) toll free line for the purpose of making appointments for the informal hearing.

The CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient qualified personnel certified by the State of Connecticut and approved by the ASSESSOR to handle said hearings expeditiously and fairly.

"Qualified personnel" shall be defined as one who actually performed appraisal work for the PROJECT either as a Reviewer, Supervisor or any such person involved in the actual estimating of value for the PROJECT or such person as approved by the ASSESSOR.

Commercial, industrial, and public utility hearings shall be scheduled separately from residential hearings.

The CONTRACTOR shall require each person(s) or their legal representative who appears at a hearing, to sign a form indicating whether the CONTRACTOR shall re-inspect the property/properties being discussed, such decision to re-inspect to be at the reasonable discretion of the ASSESSOR. This form shall be approved by the ASSESSOR and provided by the CONTRACTOR. The completed and signed forms shall be turned over to the ASSESSOR at the conclusion of the hearings.

Any such re-inspection shall be made as soon as possible but in no event later than December 21, 2007.

All decisions governing the format, method of public hearing, hearing date and times, time increments of appointments, number of personnel or specialists for the hearings, and the forms for said hearings, are subject to the approval of the ASSESSOR.

All costs related to the hearings shall be the responsibility of the CONTRACTOR.

Any information offered by the taxpayer shall be given consideration, and adjustments shall be made where warranted.

The informal hearings shall be completed by December 7, 2007.

No later than December 31, 2007, the CONTRACTOR shall, at its expense, in person or by first class mail, notify in writing each taxpayer who has appeared at an informal hearing of the results of that hearing, whether the assessment has been changed or not. The content and form of such notices shall be subject to the prior approval of the ASSESSOR.

The CONTRACTOR shall provide the ASSESSOR with a weekly analysis of, but not limited to:

- Number of interviews
- Number of accounts resolved in session.
- Number requiring "in-field" follow-ups.

- Itemized listing of accounts requiring increase/decrease and reason for change.

G. BOARD OF ASSESSMENT APPEALS

The CONTRACTOR shall have qualified personnel (See Section F, above, for the definition of “qualified personnel”) available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of this PROJECT, Sundays excluded. Such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the October 1, 2007 Grand List, to assist in the settlement of complaints and to explain the valuations made.

H. Court Appeals/Litigation

In the event of appeal to the courts or appeal boards, either pursuant to C.G.S. 12-117a or C.G.S. 12-119 (as amended from time to time) the CONTRACTOR will furnish a competent witness or witnesses, who actually performed appraisal work on the PROJECT, to defend the valuation of the properties appraised. Any such witness is subject to approval of the ASSESSOR. The CONTRACTOR shall cooperate with the TOWN at the TOWN's place of business, by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain or defend valuation determined in this PROJECT. The CONTRACTOR shall not be held responsible for any assessments changed not from the CONTRACTOR.

I. INFORMATION TO THE ASSESSOR

The CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the revaluation work, for a period of one year after completion of the duties of the Board of Assessment Appeals on the October 1, 2007 Grand List, without further cost to the TOWN.

Throughout the PROJECT, the CONTRACTOR shall satisfy all requests made by the TOWN for information as to the CONTRACTOR'S planned work schedule for the PROJECT, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work.

Written bi-weekly progress reports are required throughout the duration of the PROJECT, commencing thirty (30) days from the date the work commences.

J. APPRAISAL SPECIFICATIONS

01. Land

The CONTRACTOR shall appraise all land within the TOWN: including residential, commercial, industrial, agricultural, special use, public utility, whether taxable or exempt, vacant or improved.

The ASSESSOR shall provide use values for all land classified as farm, forest or open space pursuant to 12-107c, 12-107d and 12-107e (C.G.S.). The CONTRACTOR shall provide the fair market value for such classified properties.

a. Land Study

Land shall be valued on the basis of an analysis of all sales data occurring between October 1, 2005 (inclusive) and October 1, 2007 (inclusive). The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. The CONTRACTOR shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the TOWN. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

b. Land Inspection

The CONTRACTOR shall make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from or enhance the value of the land.

Non-conforming uses and zoning variances shall be considered in establishing values.

All such adjustments shall only be made if they are market supported.

c. Land Unit

The CONTRACTOR shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of the ASSESSOR most accurately reflects the market for the appraised land.

All necessary tables and charts shall be developed by the CONTRACTOR for the valuing of land. These tables and charts shall be prepared according to standard appraisal practices and shall be subject to the approval of the ASSESSOR.

d. Land Value Map

The CONTRACTOR shall delineate the land value units on all streets and acreage in the TOWN on a suitable map to be provided by the ASSESSOR. The land value map shall be returned to the TOWN prior to the completion of the PROJECT.

e. Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the TOWN, CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the TOWN. Each neighborhood unit shall exhibit homogenous characteristics. Each neighborhood unit shall be assigned a separate identification code. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

02. RESIDENTIAL BUILDINGS AND STRUCTURES

a. Physical Details

The CONTRACTOR shall make a careful and complete listing of physical construction details of all residential buildings and structures and all structural improvements appurtenant to residential property in the TOWN, on proper forms as previously covered in these CONTRACT SPECIFICATIONS.

b. Physical Inspections

All physical improvements shall be measured, inspected, listed and reviewed.

The CONTRACTOR shall make a listing of physical construction details of all the structural improvements pertinent to residential property in the TOWN, on data collection cards (listing cards) for entry into the CAMA data base. Details of all structural improvements also are to be listed on the property record cards (field cards). For property data quality assurance, a data collection manual, training for data collectors, and data entry edit procedures must be provided.

The CONTRACTOR will verify or correct the complete listing of all physical details for all residential, commercial and industrial buildings and all structural improvements attached to each parcel. Listing will include all interior and exterior construction details, quality of construction, age and condition.

c. Exterior Inspections

Properties shall be field inspected as the ASSESSOR shall require. All properties shall be reviewed in the field by the CONTRACTOR'S personnel qualified as reviewers as previously prescribed in these specifications.

The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation.

When measuring, all buildings and improvements shall be measured to the nearest foot.

d. Interior Inspections

The CONTRACTOR shall guarantee to make a careful inspection of the complete interior of at least ninety-five percent (95%) of the properties as described above, excluding those wherein the owner refuses permission to inspect.

The CONTRACTOR shall verify all sales with the owner and code them as useable or non-useable transactions. Useable transactions are defined as "arms-length" sales and do not include foreclosures, family sales, auction sales, estate sales, etc.

Interior inspections shall be complete. Information taken at the door is unacceptable. It shall be noted on the record card if the data collector is not allowed to view any portion of the property, and the reason why.

Properties whose owners have not answered notification letters requesting an appointment for inspection shall also be excluded from the total number of properties in computing the ninety-five percent (95%) figure. For each property above the allowable five percent (5%) which is not inspected in accordance with the CONTRACT, the ASSESSOR may assess a penalty of five hundred dollars (\$500.00) per property to be deducted from the contract price.

i. Verification

The Lister shall have each interior inspection verified, including the date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the data collection card (listing card).

At no time shall any employee of the CONTRACTOR enter any structure which is occupied solely by a minor. A minor is defined as any individual less than 18 years of age.

ii. Entrance Refusal

When entrance to a building for an inspection is refused, the Lister shall make note of the fact and within two (2) working days notify the ASSESSOR of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information.

The ASSESSOR shall review each such case, and the ASSESSOR shall send a letter to the owner of the property to explain the importance of a complete interior and exterior inspection of the property. If the ASSESSOR shall be unable to gain the cooperation for a complete inspection, the ASSESSOR shall so notify the CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and on the basis of an estimate of the interior features and interior condition of the property. The CONTRACTOR shall make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card (field card).

In an instance whereby access has not been made or permitted, and a question exists regarding building size, number of rooms, bathrooms or other pertinent data, the CONTRACTOR shall first check with the Building Officials and the ASSESSOR.

If the ASSESSOR is not notified, as required above, that entrance was denied at a property, that property shall be counted as "not inspected" NOT as "refused".

iii. Lister Identified

The data collection card (listing card) and the property record card (field card) shall indicate the initials of the lister and date(s) of the listing.

iv. Call Backs

Where necessary the CONTRACTOR shall make two (2) call backs, one of which must be on a weekday between 5:00 PM and 8:00 PM, or on a Saturday. Time and date of call back shall be noted on the data collection card (listing card) and on the property record card (field card) by the lister making the call back.

v. Notification Letter

If after two (2) call backs, contact was not established with a property owner, a notification letter (approved by the ASSESSOR) shall be mailed at the CONTRACTOR'S expense, notifying the property owner that the representatives of the CONTRACTOR were not able to make contact, and request that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or by mail, for alternative arrangement for the inspection of the property. The CONTRACTOR shall investigate all returned mail for current and/or corrected addresses, and re-mail such notices.

If the property owner does not arrange for and keep an appointment for interior and exterior inspection of the property by the CONTRACTOR within the prescribed time limit, it shall be considered a refusal. The ASSESSOR shall be notified. If the ASSESSOR is not so notified, the property shall be counted as "not inspected" not as "refused".

The CONTRACTOR shall at no time during the PROJECT refuse to inspect any property when the property owner has made a request.

vi. Status Reports

The CONTRACTOR must provide the ASSESSOR with monthly status reports as to the percentage of interior inspections with signatures that have been obtained in relationship to the total number of properties that have been inspected.

03. APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES

a. General

All commercial, industrial, public utility and special purpose buildings shall be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these CONTRACT SPECIFICATIONS, except that the dimensions of all buildings shall also include the height, which shall be recorded on the property record card. Also, all tenants names will also be recorded on the field card.

b. Description

All buildings shall be identified and described as to component parts of construction, size, area, age, usage, and present occupant (s) on the proper forms, as previously prescribed in these CONTRACT SPECIFICATIONS.

c. Income Approach

Income and expense data gathered by the TOWN shall be utilized by CONTRACTOR for income producing and where appropriate, owner-occupied properties. Any income and expense data with accompanying summary reports and rent schedules shall become property of the TOWN.

All information filed and furnished with Income and Expense report shall not be a public record and is not subject to the provisions of Section 1-19 (Freedom of Information) of the Connecticut General Statutes.

From these returns and other data sources, such as field investigations and interviews, the CONTRACTOR will establish market or economic rent and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, the CONTRACTOR shall perform the income approach using both actual and economic income and expenses.

The CONTRACTOR shall be responsible for entering all income data into the CAMA system.

The TOWN shall be responsible for the collection of the M-58 (Income and Expense) Reports.

d. Yard and/or Site Improvements

All yard improvements shall be listed and valued separately.

e. Fixed Equipment

All fixed machinery and equipment serving a building and taxable as real estate shall be listed within that building and priced in accordance with procedures as outlined in the applicable price schedule. If a question exists whether certain machinery or equipment is taxable as real estate, CONTRACTOR shall bring the question to the attention of the ASSESSOR and be bound by his/her determination.

Any item which might be considered an item of personal property yet is included in the valuation of the building, the ASSESSOR shall be notified in writing and it shall be separately listed and described by the CONTRACTOR either on the property record card or separately on another record.

K. SCHEDULES

01. Building Cost Schedules, General

The CONTRACTOR shall prepare for usage in the project as hereinafter specified, building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the TOWN for all residential, commercial, industrial, and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction. Before final acceptance they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by CONTRACTOR.

The cost schedules must be supported by a recognized valuation publication company such as Marshall and Swift, Means, etc.

02. Types of Cost Schedules

a. Residential

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a cost per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached or detached, basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, in-ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs.

b. Commercial

Commercial building cost schedules shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

c. Industrial and Special Purpose

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

d. Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to, barns, sheds, silos, milk houses, coops, etc.

03. Depreciation Schedules

Depreciation schedules (or methods to be used in determining the amount of depreciation) shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, farm buildings and special use buildings and shall be approved by the ASSESSOR.

The CONTRACTOR shall develop and explain the depreciation(s) indicated on the property record card and/or worksheet, if used.

04. Schedules for TOWN

The CONTRACTOR shall supply and leave for the TOWN not less than three (3) copies of all the above required building cost schedules and depreciation schedules. Appraisal schedules are all tables, factors, models and model descriptions, which were employed in the PROJECT to process value estimates as required in the section of this CONTRACT entitled "Appraisal Specifications". A draft copy of these appraisal schedules shall be turned over to the ASSESSOR upon approval of the schedules by the ASSESSOR. These schedules shall be in the form of a bound manual and shall be the same schedules used in the CAMA system.

L. SALES ANALYSIS

Sales analyses of all properties, sold between October 1, 2005 (inclusive) and October 1, 2007 (inclusive), shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential, commercial, industrial, public utility, vacant land and special purpose properties.

The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. All sales that are part of the sales analyses shall be verified. A sales-assessment analysis with these same factors and measures shall also be done for all sales in a class and in each residential neighborhood.

All sales that are a part of the sales analyses shall be verified. The CONTRACTOR shall provide effective screening, confirmation of sales prices and inspection of sale property.

Any additional requests for sales analyses by the ASSESSOR shall also be performed.

M. QUALITY CONTROL

01. GENERAL

The CONTRACTOR shall be required to submit a detailed quality control program. The quality control must address both the accuracy and validity of the data. This program should include some form of data recollection to assure the quality of the data being collected. This program must include a comprehensive reporting system and be approved by the ASSESSOR. This program shall include questionnaires mailed to property owners at the CONTRACTOR'S expense.

02. Field Checks

The ASSESSOR shall spot check in the field, properties picked at random by the ASSESSOR, with or without the CONTRACTOR. Any errors discovered will be the responsibility of the CONTRACTOR to rectify and perform adequate training to prevent the error from occurring in the future. The ASSESSOR may request that the CONTRACTOR'S employee be removed from the PROJECT.

03. PERFORMANCE BASED REVALUATION STANDARDS

It is understood and agreed that the reappraisal of properties covered by this CONTACT shall meet or exceed the standards as outlined in the Performance Based Revaluation Standards and Certification of Revaluation (Section 12-62(i) as amended from time to time) and shall conform to the procedures and technical requirements of the ASSESSOR.

To that end, preliminary Performance Based Revaluation reports shall be completed, as requested by the ASSESSOR, prior to the printing and mailing of the assessment notices.

The CONTRACTOR shall be required to provide such Management Plan as require by Section 12-62(i) as amended from time to time.

O. INCOMPLETE CONSTRUCTION

The CONTRACTOR shall code as "unfinished construction" all property cards which have incomplete improvements on the October 1, 2007 Grand List.

The street card shall show the percentage of completion, based upon a schedule approved by the ASSESSOR, and reflect the percentage of completion in the valuation.

At the conclusion of this PROJECT, the CONTRACTOR shall deliver to the ASSESSOR a listing by property location for all property cards, which have incomplete improvements as of October 1, 2007.

O. FIELD REVIEW

All properties shall be reviewed **in the field** by the CONTRACTOR'S personnel certified as reviewers. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of residential, commercial, industrial, public utility or special purpose property that he/she is responsible. The ASSESSOR shall be notified of the dates of review and shall be entitled to accompany the reviewers.

P. PRICING AND VALUATIONS

Using CAMA and the mass appraisal procedures developed by the CONTRACTOR, the CONTRACTOR shall calculate a value estimate for each parcel that shall be comprised of 1) land value, 2) building value, 3) other improvement value(s) and 4) total value.

The final valuation of any property shall be the fair market value of the land, buildings, and other improvements as they existed on October 1, 2007. Fair market values shall be rounded to the nearest ten dollars.

Prior to the mailing of the assessment notices, the CONTRACTOR'S Project Manager shall review the final values, as computed by the CONTRACTOR, with the ASSESSOR, to ensure that the TOWN is prepared to accept the COMPANY'S work.

The ASSESSOR shall make the final judgment on the final values. If deemed to be unacceptable, the values shall be corrected or revised by the COMPANY as required or specified by the ASSESSOR.

Q. MARKET APPROACH MODULE SPECIFICATIONS

The market approach must provide for data screening, segmented analysis, market model generation, model evaluation, value predictions, comparable selection, adjustment of comparables and field review reports.

The market module should produce market value estimates using comparable sales. It should include the ability to extract sold properties from the master file and build a sales history file for sales analysis purposes. For each improved residential property to be valued, the system should select from the sales history file, several (3-5) comparable properties, which have recently sold. The selected sales shall be those, which most closely resemble the subject. The comparable properties would be chosen from the same neighborhood or area similar to that of the subject.

Each individual selling price shall be adjusted to reflect differences from the subject for property characteristics and time. A weighted estimate of market value shall be determined from the adjusted selling prices of the comparables, giving the most weight to the most comparable sale. A measure of dispersion of the various estimates shall be calculated and printed on a review document as a guide to the review appraiser/ASSESSOR.

For properties for which the market approach and the cost approach are the appropriate appraisal methods, the system shall allow for a correlation by the review appraiser/ASSESSOR who will choose the final value estimate from the cost approach, the market approach or arrive at a separate value estimate based on the information available. The final value, its source, the identification of the review appraiser/ASSESSOR and an override reason code shall be entered on the database.

The system shall maintain a sales history file to be used for market valuation. The system should provide the ability to perform an appraisal-to-sale or an assessment-to-sale ratio analysis by neighborhood, property class or value strata. Summary statistics should include the aggregate, standard deviate, average absolute deviation, price rate differential, mean and median ratios the range and the coefficient of dispersion.

The system should include the ability to analyze sales ratio statistics by neighborhood and/or neighborhood group as well as class. This should provide the necessary information to make comparisons between classes and locations and identifying categories with significant differences in value level or variance. These categories can then be checked to determine if adjustments are required.

R. INCOME APPROACH MODULE SPECIFICATIONS

The income approach module contained in the system should perform valuation by income capitalization. All income producing real property and all apartment properties containing five or more apartments shall be appraised by the income approach. Income modules for various types of income producing property shall be maintained by the system and applied consistently to each property with the appropriate characteristics. The CAMA system shall provide the review appraiser/ASSESSOR with the capability to model the market place(s) by physical characteristics, construction type, use, etc. for income-producing properties. Information pertaining to income and expense shall be obtained by the ASSESSOR on forms prescribed by the Office of Policy and Management of the State of Connecticut. The REVALUATION CONTRACTOR shall enter in and utilize this information in the income approach module of the CAMA system provided. From these forms and other data sources, the REVALUATION CONTRACTOR will establish market or economic rents and expenses for income producing properties. The REVALUATION CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for various classes of property. All confidential income and expense data described in this section shall become the property of the TOWN.

When the rates, factors, methods and techniques have been approved by the ASSESSOR, the REVALUATION CONTRACTOR shall make appraisals of all income producing properties, subject to the approval of the ASSESSOR, with the CAMA system in accordance with the Connecticut General Statutes.

The review appraiser/ASSESSOR shall be presented with a review document, which allows the correlation of all appropriate valuation approaches. The review document shall list the physical characteristics of the subject, the cost data previously described, the market approach previously described (if sale data exists), and the income approach. The income approach is to be generated from consideration of actual income and expense data for the subject property and from consideration of market income and market expenses for properties of that type. The review appraiser/ASSESSOR will then be able to correlate the available data and select a value estimate based on the information available. The final value, its source, the identification of the review appraiser/ASSESSOR and an override reason code shall be entered on the database.

S. TRAINING

The CONTRACTOR shall be responsible for training the ASSESSOR'S staff in such manner that, at the end of the project, the ASSESSOR'S Office shall be knowledgeable in the operation of all phases of the valuation system.

On-the-job training, where feasible, shall consist of the ASSESSOR and his/her staff working in the appropriate phases of this PROJECT under the CONTRACTOR'S supervision.

The CONTRACTOR shall submit a reasonable training plan and schedule to achieve the objective stated above prior to the commencement of the PROJECT.

T. TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR

Regular periodic delivery of appraisals and other information required under this CONTRACT and CONTRACT SPECIFICATION, as completed and in accordance to a schedule hereinabove set forth or agreeable to the ASSESSOR shall be made to the ASSESSOR for his review.

All appraisals of buildings (either complete or under construction) shall be completed as of October 1, 2007.

All completed and/or corrected records shall be turned over to the ASSESSOR as of January 4, 2008.

The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2007.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.

It is understood and agreed that the reappraisal of properties covered by this contract shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes Sections 12-62I-1 to 12-62I-7, as amended time from time), shall conform to the procedures and technical requirements of the ASSESSOR and, at least biweekly, the CONTRACTOR shall meet with said ASSESSOR to discuss the progress and various other details of the project.

03. RESPONSIBILITIES OF THE TOWN

A. Nature of Service

It is clearly understood and agreed that the service rendered by the CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuation shall rest with the ASSESSOR.

The CONTRACTOR shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper valuations and shall not undervalue or overvalue any land, building or other property to avoid or to minimize its responsibilities as outlined in these CONTRACT SPECIFICATIONS.

The ASSESSOR shall designate the CONTRACTOR to view by physical inspection all real property in the TOWN in compliance with Connecticut General Statutes

B. Cooperation

The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.

C. Items Furnished By The Town

The TOWN shall furnish the following:

01. Maps

The TOWN shall furnish one (1) set of the most up-to-date TOWN ASSESSOR'S Maps that are currently available showing streets, and property lines and boundaries.

02. Land Dimensions

The TOWN will make available lot sizes and total acreage to the CONTRACTOR of all pieces of property where the map or present records fail to disclose measurements or acreage.

03. Zoning

The TOWN will provide current TOWN zoning regulations and zoning maps.

04. Existing Property Record Cards

The TOWN shall make available to the CONTRACTOR, at their expense, the current CAMA database for all property accounts. The ASSESSOR reserves the right to deny this information if he/she believes the information is being used in contrary to the contract.

05. Property Transfers

The TOWN shall notify the CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database for the CONTRACTOR.

The CONTRACTOR shall update the revaluation database as necessary.

06. Building Permits

The ASSESSOR shall screen and make available on a timely basis to the CONTRACTOR, copies of all building permits issued during the course of this PROJECT (up to and including October 1, 2007) to allow the inclusion of all new construction, additions, remodeling or demolitions in the CONTRACTOR'S appraisals.

All building permit copies shall be returned to the ASSESSOR at the completion of this PROJECT.

07. Signing of Communications

The TOWN shall sign, by the ASSESSOR, communications to be mailed at CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property or for such other purpose as is deemed appropriate by the ASSESSOR.

08. Mailing Addresses

The TOWN shall make available through the ASSESSOR'S Office the current mailing address and other relative data that exists on the administrative program for all property owners.

09. Office Space

The TOWN shall furnish to the CONTRACTOR shared office space in the TOWN to carry out the terms of this CONTRACT. If the CONTRACTOR requires additional space the CONTRACTOR may at their expense rent space within the Town of East Windsor.

The TOWN shall also provide space, at no charge to the CONTRACTOR, for the purpose of holding the Informal Public Hearings.

10. Obligation to Keep Current

The TOWN shall continuously and currently update the information specified above.

11. Sales Information

The TOWN shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

12. INCOME AND EXPENSE REPORT FORMS

The TOWN shall be responsible for the collection of the Income and Expense Reports:

| INCOME PERIOD | TO BE MAILED BY | TO BE RETURNED BY |
|--|------------------------|--------------------------|
| January 1,2005 to December 31, 2005 | April 17, 2006 | June 1, 2006 |
| January 1, 2006 to December 31, 2006 | April 18, 2007 | June 1, 2007 |